ORDINANCE O-22-2019

AN ORDINANCE TO ACCEPT WATER LINE, SANITARY SEWER, STREET AND STORM SEWER IMPROVEMENTS AND APPURTENANCES THERETO FOR THE COURTYARDS AT NEW ALBANY, PHASE 1A, AS REQUESTED BY EPCON COMMUNITIES

WHEREAS, in accordance with New Albany Ordinance 77-91 as amended, and pursuant to written certification by the city engineer that the improvements and appurtenances thereto for The Courtyards at New Albany, Phase 1A, have been completed to the standards set by Ordinance 77-97 as amended; and

WHEREAS, a two-year maintenance bond in the amount of $199,510 an engineering inspection fee deposit in the amount of $3,491, and a five-year settlement bond of $44,000 will be provided by the applicant prior to second reading. Any infrastructure items that cannot be completed due to weather conditions will be identified and a performance bond or escrow amount will be submitted in an amount deemed acceptable to the city as required by codified ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

Section 1. The improvements and appurtenances thereto are hereby accepted. Any weather-related items, street trees and landscaping covered under performance bonds must be installed as outlined in such performance bonds by September 30, 2019.

Section 2. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this ordinance were adopted in an open meeting and that all deliberations of council and any decision making bodies of the City of New Albany which resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements of the City of New Albany, Franklin and Licking Counties, Ohio.

Section 3. Pursuant to Article 6.07(b) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _______ day of ___________________, 2019.
Attest:

Sloan T. Spalding  
Mayor

Jennifer H. Mason  
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky  
Law Director
ORDINANCE O-24-2019

AN ORDINANCE TO ACCEPT UTILITY AND STREETSCAPE EASEMENTS OF 1.473 ACRES, 2.933 ACRES, AND 0.899 ACRES ALONG JUG STREET AND HARRISON ROAD, AS REQUESTED BY MBJ HOLDINGS, LLC

WHEREAS, the developer, MBJ Holdings, LLC is required to grant utility and streetscape easements to accommodate future development within the area; and

WHEREAS, the City of New Albany will be the recipient (grantee) of the utility and streetscape easements totaling 1.473 acres, 2.933 acres, and 0.899 acres; and

WHEREAS, the city engineer has reviewed the easements and has determined this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of easements.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to accept the utility and streetscapes easements of 1.473 acres, 2.933 acres and 0.899 acres as depicted on Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this ______ day of __________________, 2019.
Attest:

Sloan T. Spalding
Mayor

Approved as to form:

Mitchell H. Banchefsky
Law Director

Jennifer H. Mason
Clerk of Council
UTILITY AND STREETSCAPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MBJ HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), for good and valuable consideration received from THE CITY OF NEW ALBANY, OHIO, an Ohio municipal corporation with its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and its successors and assigns forever, all right, title, and interest in and to a perpetual, non-exclusive easement in, over, under, across, and through the following described tracts of real property (collectively, the "Easement Area"), for the purposes of constructing, installing, operating, maintaining, repairing, and replacing (i) sanitary sewer lines and related appurtenances, (ii) water lines and related appurtenances, (iii) underground electrical lines, fiber optic or other communication lines, or empty ducts and conduits in which electric, fiber optic and other communication lines may be installed, (iv) gas lines, (v) storm drainage lines, structures, ditches, and swales, (vi) bicycle and pedestrian trails and pathways for use by the general public, (vii) landscaping, and (viii) such above-ground cabinets, boxes, pull stations, valves, switches, controls, pads, signage, and other ground-mounted equipment reasonably necessary to operate any of the foregoing (collectively, the "Improvements"):

See description and depiction of Easement Area in Exhibit A, Exhibit B and Exhibit C attached hereto and incorporated herein by reference.

The Easement Area burdens a portion of the real property (the "Property") identified as follows:

Licking County Auditor
Parcel Numbers:

Portions of 095-112074-00.000, 095-112074-00.001, 095-112074-00.003, 095-112422-00.000, 095-112056-00.002, 095-112056-00.000, 095-112074-00.004, 095-112632-00.000, 095-112626-00.000, 093-106422-00.000 and 093-106422-00.001.
Prior Instrument References: Instrument Numbers 201506300013332, 201506300013333, 201508210017779, 201508210017780, 201601200001024, 201601120000601, 201510300023659, 201604050006496, 201602110002644, 201508210017779 and 201708150017139, all of the Recorder’s Office, Licking County, Ohio.

Grantee and its agents, contractors, and assigns, at no cost or expense to Grantor, shall be permitted to install and construct the Improvements within the Easement Area. Grantor shall be permitted to assign any portion of the rights granted under this Utility and Streetscape Easement (each assignment being a “Subsequent Easement”) to relevant utility service providers to allow it or them (in addition to Grantee) to install, operate, maintain, repair and replace any Improvement(s) without further consent by Grantor or its successors and assigns, provided, however, that any Subsequent Easement shall be (i) set forth in a written instrument which is recorded and a copy of which is provided to Grantor, and (ii) specifically subject to the terms of this Utility and Streetscape Easement. The Improvements shall be designed in accordance with appropriate engineering standards and practices and shall be installed in accordance with plans and specifications approved by Grantee. The Improvements shall be installed and constructed in accordance with all applicable legal requirements and specifications of the City of New Albany, Ohio, and any other applicable local, state, or federal government requirements and specifications. Grantee shall be solely responsible, at Grantee’s cost and expense, for obtaining any wetlands permits or environmental permits required to install the Improvements. Once installed and constructed, the Improvements shall be the property of Grantee or Grantee’s assignee under any Subsequent Easement.

Grantee shall be solely responsible for operating, maintaining, repairing, and replacing the Improvements from time-to-time as Grantee deems necessary in its sole discretion, with the costs of such operation, maintenance, repair, and replacement also to be the sole responsibility of Grantee. Grantee agrees that it shall restore any real property that is damaged by the exercise of any rights being provided in its favor under this Easement. Such restoration shall occur within a reasonable amount of time after such damage occurs and shall be undertaken so as to return the damaged real property to the same or substantially similar condition as existed prior to the occurrence of the damage. Grantee shall be required to obtain, and keep in full force and effect during all times while this Utility and Streetscape Easement is effective, liability insurance covering all acts and omissions of Grantee or those acting for or through Grantee in amounts that are customary for Grantee to obtain and retain for other similar easement rights that Grantee enjoys. Grantee agrees to hold Grantor harmless up to the extent of Grantee’s liability insurance coverage in the event that Grantee and/or its employees, agents or contractors are found to be liable in connection with their acts or omissions under this Utility and Streetscape Easement. It is expressly acknowledged by Grantor that Grantee is not pledging any funds other than available insurance proceeds with respect to the indemnification provided hereunder. All references to “Grantee” in this paragraph shall include each assignee of Grantee under any Subsequent Easement and each such assignee shall be deemed to have made to Grantor the same
commitments, covenants, agreements, and obligations with respect to its easement rights under as Subsequent Easement as Grantee has made to Grantor under this paragraph.

The easement granted hereunder shall run with and be appurtenant to the real property to which it applies and shall be binding upon Grantor and Grantee and their respective successors and assigns in interest. Grantor reserves the right to utilize the Easement Area for any and all purposes that do not unreasonably interfere with the rights granted to Grantee hereunder, as determined by Grantee in its reasonable discretion; provided, however, that no structures shall be constructed within the Easement Area. Such rights of Grantor shall include, but not be limited to, the right to install fencing and landscaping and the right to grant easements for the installation of other private or public utilities within the Easement Area, including but not limited to electric, gas, fiber optics, telephone, telecommunications, and cable. The location of any fencing, landscaping or utility easements shall be reasonably agreed upon between Grantor and Grantee. During all times in which this Utility and Streetscape Easement is effective, Grantor shall maintain liability insurance, or reasonable evidence of adequate self-insurance, covering all acts and omissions of Grantor or those acting for or through Grantor in connection with this Utility and Streetscape Easement.

Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Easement Area and that Grantor has the good, right, and full power to grant the easement described herein as it relates to such real property. This Easement shall not be modified or amended except in a writing signed by both parties hereto.

[Signature pages follow]
IN WITNESS WHEREOF, Grantor, by its duly authorized signatory, has caused this Utility and Streetscape Easement to be executed this ___ day of ________________, 2019.

GRANTOR:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By: ________________________________

Print Name: _________________________

Title: ______________________________

STATE OF OHIO    )
COUNTY OF FRANKLIN  ) SS:

BE IT REMEMBERED, that on this ___ day of __________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came ____________________, the __________________ of MBJ HOLDINGS, LLC, a Delaware limited liability company, who acknowledged the signing thereof to be his free act and deed for and on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

__________________________
Notary Public
IN WITNESS WHEREOF, Grantee, by its duly authorized signatory, has caused this Utility and Streetscape Easement to be executed this ___ day of ____________, 2019.

GRANTEE:

THE CITY OF NEW ALBANY, OHIO
an Ohio municipal corporation

By: __________________________

Print Name: __________________

Title: ________________________

Approved as to Form:

By: __________________________

Mitchell Banchefsky, Law Director

STATE OF OHIO )
COUNTY OF FRANKLIN ) SS:

BE IT REMEMBERED, that on this ___ day of ____________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came ________________________, the _______ of The City of New Albany, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

________________________
Notary Public

This instrument prepared by
and after recording return to:
MBJ Holdings, LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000

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Exhibit A

EASEMENT
1.473 ACRES

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Farm Lot 15, Quarter Township 2, Township 2, Range 15, United States Military Lands, and being part of the remainder of that 162.114 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201508210017779, that 3.150 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201601200001024, that 3.00 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2016011200000601, that 2.008 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2015103000023659, that 12.961 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201604050006495 and that 22.024 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2016021100002644, (all references are to the records of the Recorder’s Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Jug Street Road with Harrison Road, being the northwesterly corner of that 1.156 acre tract conveyed to City of New Albany, Ohio by deed of record in Instrument Number ____________, and the common corner of said Farm Lot 15 and Farm Lots 14, 18 and 19 of said Quarter Township 2, Township 2, Range 15:

Thence South 86° 36’ 02” East, with the centerline of said Jug Street Road, the line common to said Farm Lots 14 and 15, the northerly line of said 1.156 acre tract and that 1.803 acre tract conveyed to the City of New Albany, Ohio by deed of record in Instrument Number ____________, a distance of 80.00 feet to a point;

Thence South 03° 19’ 26” West, across said Jug Street Road and said 1.803 acre tract, a distance of 30.00 feet to the northeasterly corner of that existing 50 foot utility easement of record in Instrument Number ____________, being in the northerly line of the remainder of said 162.114 acre tract, the southerly right-of-way said Jug Street Road, being the TRUE POINT OF BEGINNING;

Thence South 86° 36’ 02” East, with the southerly right-of-way line of said Jug Street Road and said 1.803 acre tract, the northerly line of the remainder of said 162.114, 3.150, 3.00, 2.008, 12.961 and 22.024 acre tracts, a distance of 2567.28 feet to the common corner of the remainder of said 22.024 acre tract and said 1.803 acre tract, in the westerly line of that 22.453 acre tract conveyed to Nine Properties, Limited by deed of record in Instrument Number 200505250015574;

Thence South 04° 24’ 16” West, with the line common to said 22.024 acre tract and said 22.453 acre tract, a distance of 25.00 feet to a point;

Thence North 86° 36’ 02” West, across the remainder of said 22.024, 12.961, 2.008, 3.00, 3.150 and 162.114 acre tracts, a distance of 2566.79 feet to a point in the easterly line of said existing 50 foot utility easement;

Thence North 03° 19’ 26” East, across the remainder of said 162.114, with the easterly line of said existing 50 foot utility easement, a distance of 25.00 feet to the TRUE POINT OF BEGINNING, containing 1.473 acres, more or less.

EVANS. MECHWART. HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date
Exhibit B

EASEMENT
2.933 ACRES

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Farm Lots 15 and 16, Quarter Township 2, Township 2, Range 15, United States Military Lands, and being part of the remainder of that 162.114 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201506300013332, and that 1.028 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201506300013332, (all references are to the records of the Recorder’s Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Jug Street Road with Harrison Road, the northwesterly corner of that 1.156 acre tract conveyed to City of New Albany, Ohio by deed of record in Instrument Number ____________, being the common corner of said Farm Lot 15 and Farm Lots 14, 18 and 19 of said Quarter Township 2, Township 2, Range 15;

Thence South 86° 36’ 02” East, with the centerline of said Jug Street Road, the line common to said Farm Lots 14 and 15, the northerly line of said 1.156 acre tract, a distance of 30.00 feet to the common corner of said 1.156 and that 1.803 acre tract conveyed to the City of New Albany, Ohio by deed of record in Instrument Number ____________;

Thence South 03° 19’ 26” West, across said Jug Street Road, with the line common to said 1.156 and 1.803 acre tracts, a distance of 30.00 feet to the northwesterly corner of a remainder of said 162.114 acre tract, the intersection of the southerly right-of-way line of said Jug Street Road with the easterly right-of-way line of Harrison Road, being the TRUE POINT OF BEGINNING;

Thence South 86° 36’ 02” East, with the southerly right-of-way line of said Jug Street Road, the line common to a remainder of said 162.114 acre tract and said 1.803 acre tract, a distance of 50.00 feet to a point;

Thence South 03° 19’ 26” West, across a remainder of said 162.114, 7.494, 1 and 1.028 acre tracts, a distance of 2558.24 feet to a point in the northerly right-of-way line of Innovation Campus Way, as dedicated in Instrument Number 201609200020361, the southerly line of a remainder of said 162.114 acre tract;

Thence North 86° 40’ 21” West, with the northerly right-of-way line of said Innovation Campus Way, the southerly line of a remainder of said 162.114 acre tract, a distance of 24.00 feet to a point of curvature;

Thence continuing with the northerly right-of-way line of said Innovation Campus Way, the southerly line of a remainder of said 162.114 acre tract, with the arc of a curve to the right, having a central angle of 89° 59’ 46”, a radius of 26.00 feet, an arc length of 40.84 feet, a chord bearing of North 41° 40’ 28” West and chord distance of 36.77 feet to a point of intersection in the easterly right-of-way line of Harrison Road, as dedicated in Instrument Number 201609200020361, the westerly line of a remainder of said 162.114 acre tract;

Thence North 03° 19’ 26” East, with the easterly right-of-way line of said Harrison Road, the westerly line of a remainder of said 162.114, 1.028, 1 and 7.494 acre tracts, a distance of 2532.31 feet to the TRUE POINT OF BEGINNING, containing 1.759 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

[Signature]
EASEMENT
FARM LOT 15, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: June 28, 2019
Job No: 2019-0001
Scale: 1" = 100'

SHEET 1 OF 3

RICHARD LEE BANDO & GWENDOLYN J. BANDO
5.00 AC. (DEED)
D.R. 767, P. 293

LINE TABLE

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<th>DISTANCE</th>
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<tbody>
<tr>
<td>L1</td>
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<td>30.00'</td>
</tr>
<tr>
<td>L2</td>
<td>S03°19'26&quot;W</td>
<td>30.00'</td>
</tr>
<tr>
<td>L3</td>
<td>S86°36'02&quot;E</td>
<td>50.00'</td>
</tr>
</tbody>
</table>

CITY OF NEW ALBANY, OHIO
3.730 AC. (DEED)

CITY OF NEW ALBANY, OHIO
1.156 AC. (DEED)

CITY OF NEW ALBANY, OHIO
1.803 AC. (DEED)

By
Heather L. King
Professional Surveyor No. 8307

Date
EASEMENT
FARM LOTS 15 & 16, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: June 28, 2019
Job No: 2019-0001
Scale: 1" = 100'

MATCH LINE "B"

HARRISON ROAD
I. N. 2016069200203061

INNOVATION CAMPUS WAY
I. N. 2016069200020361

MBJ HOLDINGS, LLC
162,114 AC. (DEED)
I. N. 201508210017779
A. P. N. 095-112074-00030

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<th>ARC</th>
<th>CH. BEARING</th>
<th>CH. DIST.</th>
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LINE TABLE

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<td>24.00'</td>
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</table>
Exhibit C

EASEMENT
0.899 ACRE

Situate in the State of Ohio, County of Licking, City of New Albany, lying in Farm Lot 16, Quarter Township 2, Township 2, Range 15, United States Military Lands, being on, over and across that 18.074 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201708150017139, (all references are to the records of the Recorder’s Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Harrison Road, as dedicated in Instrument Numbers 201508180017452 and 201609200020361, with Innovation Campus Way, as dedicated in Instrument Number 201609200020361;

Thence South 03° 19' 26" West, with the centerline of said Harrison Road, a distance of 55.00 feet to a point;

Thence South 86° 40' 34" East, across the right-of-way of said Harrison Road, a distance of 30.00 feet to a point in the easterly right-of-way line thereof, the westerly line of said 18.074 acre tract, being the westerly terminus of the southerly line of an existing easement, as dedicated in Instrument Number 201609200020361 and the TRUE POINT OF BEGINNING;

Thence across said 18.074 acre tract, the following courses and distances:

South 86° 40' 21" East, with the southerly line of said existing easement, a distance of 35.00 feet to a point;

South 03° 19' 26" West, a distance of 618.84 feet to a point;

South 41° 29' 52" East, a distance of 68.34 feet to a point;

South 86° 29' 32" East, a distance of 371.94 feet to a point; and

South 03° 10' 18" West, a distance of 65.39 feet to a point in the northerly line of that 7000 acre tract conveyed to Carl E. Morris, Jr., by deed of record in Instrument Number 200812170026581;

Thence North 86° 08' 47" West, with the line common to said 18.074 and 7000 acre tracts, a distance of 35.00 feet to a point in the easterly right-of-way line of said Harrison Road;

Thence with said easterly right-of-way line, the westerly line of said 18.074 acre tract, the following courses and distances:

North 03° 10' 18" East, a distance of 30.18 feet to a point;

North 86° 29' 32" West, a distance of 351.64 feet to a point;

North 41° 29' 52" West, a distance of 97.27 feet to a point; and

North 03° 19' 26" East, a distance of 633.28 feet to the TRUE POINT OF BEGINNING, containing 0.899 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307
ORDINANCE O-25-2019

AN ORDINANCE TO APPROVE THE FINAL PLAT FOR THE NEWTON COURT ROADWAY PROJECT AS REQUESTED BY MBJ HOLDINGS, LLC

WHEREAS, an application to approve the Final Plat for Newton Court has been submitted by MBJ Holdings, LLC; and

WHEREAS, the New Albany Planning Commission will review the final plan application in a public meeting on July 15, 2019, and make their recommendation to city council; and

WHEREAS, the city engineer certifies that the creation of Newton Court meets all the requirements of Chapter 1187 of the Codified Ordinances, storm water management policies, general utility easements, design requirements and will meet all other requirements of the city.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The said Final Plat to create Newton Court is attached to this resolution as Exhibit A and made a part herein is approved.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _______ day of ____________________, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council
Approved as to form:

________________________________________________________

Mitchell H. Banchefsky
Law Director
ORDINANCE O-26-2019

APPROPRIATION AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019 AND TO APPROVE THE TRANSFER AND ADVANCE OF AVAILABLE CASH BALANCE

WHEREAS, it is necessary to make adjustments to appropriations and effect certain transfers and advances; and

WHEREAS, it is necessary to create certain funds; and

NOW, THEREFORE, BE IT ORDAINED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

Section 1. City Council hereby authorizes an appropriation of the unappropriated balance of the following funds.

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<th>Department</th>
<th>Category</th>
<th>Increase/Decrease</th>
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<td>Operating and Contractual Services</td>
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<tr>
<td>101 - General</td>
<td>Administrative Services</td>
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<td>101 - General</td>
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<td>101 - General</td>
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<td>252 - Village Center TIF</td>
<td>General Administration</td>
<td>Operating and Contractual Services</td>
<td>16,000</td>
</tr>
<tr>
<td>253 - Research &amp; Technology District TIF</td>
<td>General Administration</td>
<td>Operating and Contractual Services</td>
<td>16,000</td>
</tr>
<tr>
<td>254 - Oak Grove II TIF</td>
<td>General Administration</td>
<td>Operating and Contractual Services</td>
<td>3,000</td>
</tr>
<tr>
<td>258 - Windsor TIF</td>
<td>General Administration</td>
<td>Operating and Contractual Services</td>
<td>116,000</td>
</tr>
<tr>
<td>Fund</td>
<td>Department</td>
<td>Category</td>
<td>Increase/Decrease</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------------</td>
<td>----------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>281 - Healthy New Albany</td>
<td>N/A</td>
<td>Transfers &amp; Other Financing Uses</td>
<td>$ 40,000</td>
</tr>
<tr>
<td>281 - Healthy New Albany</td>
<td>General Administration</td>
<td>Operating and Contractual Services</td>
<td>$ 361,000</td>
</tr>
<tr>
<td>301 - Debt Service Fund</td>
<td>N/A</td>
<td>Debt Service</td>
<td>$ 263,074</td>
</tr>
<tr>
<td>401 - Capital Improvement</td>
<td>N/A</td>
<td>Capital</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>405 - Water &amp; Sanitary Sewer Improvement</td>
<td>N/A</td>
<td>Capital</td>
<td>$ 2,500,000</td>
</tr>
<tr>
<td>422 - Economic Development Capital</td>
<td>N/A</td>
<td>Capital</td>
<td>$ 1,115,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Appropriation Amendments</td>
<td>$ 8,033,948</td>
</tr>
</tbody>
</table>

Section 2. City Council hereby authorizes Budget Transfers as follows:

Section 3. City Council hereby authorizes a transfer from the Economic Development – NAECA Fund to the Debt Service Fund in the amount of $253,074.

Section 4. City Council hereby authorizes a transfer from the Healthy New Albany Fund to the Debt Service Fund in the amount of $196,025.

Section 5. City Council hereby authorizes an advance from the General Fund to the Healthy New Albany Fund in the amount of $275,000.

Section 6. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio

Section 7. Pursuant to the Article VI, § 6.07(a) of the charter of the City of New Albany, this Ordinance shall take effect upon passage.

CERTIFIED AS ADOPTED this ____________ day of ____________, 2019.
Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

CERTIFICATION BY CLERK OF COUNCIL
OF PUBLICATION OF LEGISLATION

I certify that copies of Ordinance O-26-2019 were posted in accordance with Section 6.12 of the Charter, for 30 days starting on _________________, 2019.

Jennifer Mason, Clerk of Council

Date